IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.487 OF 2005
IN
SUMMARY SUIT NO.3584 OF 2004

Asian Paints Industrial Coatings Ltd. ..Plaintiff.
Vs.
Abby Lighting & Switchgear Ltd. ..Defendant.

Mr.Amit Vyas i/b.Rajani Associates for the Plaintiff.
None for the Defendant.

CORAM : S.J. VAZIFDAR, J.
DATED : 7TH DECEMBER, 2005

P.C. :

The suit is filed to recover the price of goods sold and delivered by Hardcastle & Waud Manufacturing Company Limited to the Defendants. The sum due by the Defendants to Hardcastle & Waud Manufacturing Company Limited as on 27.2.2002 was Rs.2,51,458/-.

2. By a letter dated 27.2.2002 Hardcastle & Waud Manufacturing Company Limited instructed the Defendants to pay the said amount to the Plaintiffs as they had transferred one of their businesses to the Plaintiffs, together with the benefit of the outstanding amounts due and payable by the Defendants to the Plaintiffs.

3. The supplies were made in terms of the invoices. The Defendants by their letter dated 4.11.2002 addressed to the Plaintiffs, expressed certain difficulties that they were facing, as a result of which they stated that they were unable to make the said payment. They further stated that once the activity is restarted they would release the payment. The Defendants therefore requested the Plaintiffs to accommodate them till that time.

4. The Plaintiffs forwarded the account to the Defendants. By a letter dated 12.5.2002 the Defendants admitted their liability and stated that they would start making payments around 25th of August. By a further communication dated 26.10.2002 the Defendants once again stated that they would clear the outstanding dues. Thereafter several notices were addressed by the Plaintiffs and their Advocates demanding payment. There was no reply to the same. There is no affidavit in reply. There is no defence to the suit.

6. In the circumstances, the Summons for Judgment is made absolute and the suit is decreed as prayed. However, interest after the date of the suit shall

be 12% per annum.

Refund as per rules.